

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF AKRON

AND

COUNCIL #61, AFL-CIO

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

2006 - 2007

*Covers 4
Employees*

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page(s)</u>
1	Recognition and Definitions	1
2	Grievance Procedure	2-4
3	Seniority	4
4	Lay Off	5
5	Hours of Work	5-6
6	Wages	6
7	Overtime	7
8	Insurance	7
9	Leaves of Absence	7
	Section 1 - Sick Leave	7-8
	Section 2 - Funeral Leave	8
	Section 3 - Jury Duty	8
	Section 4 - Military	9
	Section 5 - Leaves of Absence Without Pay	9
10	Holidays	9-10
11	Vacation	10
12	Safety	11
13	General Provisions	11
14	Dues Deduction	11-12
15	Duration	12

ARTICLE 1
RECOGNITION AND DEFINITIONS

Section 1 - Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for:

INCLUDED: Full-time and part-time* employees of the Akron Public Works Department.

*Part time shall be employees who are employed on a twelve-month basis for twenty (20) hours or more per week.

EXCLUDED: Mayor, City Council, City Clerk's office, Director of Public Works and the Police Department.

Section 2 - Definitions

- A. Employer: As used in this Agreement, the term "Employer" shall mean the City of Akron, Iowa, or its designated representatives.
- B. Union: As used in this Agreement, the term "Union" shall mean the American Federation of State, County and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO, and its appropriate affiliated local.
- C. Full-time Employee: As used in this Agreement, a "full-time employee" is one who works or is scheduled to work forty (40) hours per week or more year round.
- D. Part-time Employee: As used in this Agreement, a "part-time employee" is one who works or is scheduled to work at least twenty (20) hours per week year round.
- E. Temporary Employee: As used in this Agreement, a "temporary employee" is one hired for one hundred twenty (120) calendar days, or less per calendar year.
- F. Probationary Employee: As used in this Agreement, a "probationary employee" is a full-time or part-time employee who has not yet completed his/her probationary period. The probationary period consists of one hundred twenty (120) consecutive working days of service to the City of Akron.

ARTICLE 2

GRIEVANCE PROCEDURE

A grievance is defined as a violation of the express terms of this agreement. Should an employee have a grievance, it shall be adjusted in the following manner:

Step One An employee shall file a grievance in writing with the Director of Public Works within five (5) calendar days after the date of the event which gave rise to the grievance.

The grievance, signed by the employee, shall state the facts which gave rise to the grievance and the Section of this agreement alleged to have been violated. The Director of Public Works shall provide the employee a written answer within five (5) calendar days after the grievance was presented to him/her. A copy of this answer will be sent to the Union President.

Step Two If the grievance is not settled in Step One, it may be appealed by the employee within ten (10) calendar days from the answer in Step 1 to the City Council. The City Council shall provide the employee a written answer within ten (10) days of receipt. A copy of this answer will be sent to the Union President.

Step Three If the grievance is not settled in Step Two, it may be appealed to arbitration by the Union by sending written notice to the Mayor within fifteen (15) calendar days after the receipt of the answer in Step Two. Said written notice shall be signed by the appropriate Union representative. When a timely request for arbitration has been made above, the employee and the Union shall, within ten (10) calendar days from the employee's receipt of arbitration notice request a list of seven (7) names from the Federal Mediation and Cancellation Service. The parties shall alternately strike names until one name remains.

The parties shall arrange a mutually acceptable date to have the arbitration hearing.

The arbitration hearing shall be limited to the grievant(s), appropriate representative(s) and witnesses.

The arbitrator shall render a written decision and award.

The arbitrator shall not have the authority to add to, subtract from, modify, alter, or amend any terms of this agreement. The arbitrator shall have no authority to substitute his/her discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this agreement. The decision of the arbitrator shall be final and binding on both parties unless the arbitrator has exceeded his/her authority granted under this contract.

The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed in writing by the Employer and the Union. The Employer and the Union will share equally the fees and expenses of the arbitrator. Any other expenses shall be paid by the party incurring the expense.

Discipline and Discharge

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a suspension or discharge, taken by the Employer beginning with Step 2 of the grievance procedure. All other disciplinary action shall begin with Step 1 of the grievance procedure.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure. The Employer shall not discipline an employee without just cause, recognizing and considering progressive discipline where applicable.

Exclusion of Probationary Employees

Notwithstanding any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

General Provisions

Presentation, discussion and processing of grievances shall occur at reasonable times during the work day. In no event shall such matters interfere with the work of the employees.

Arbitration hearings shall be scheduled outside the work day. However, the employer may agree to hearings during work hours when circumstances warrant. An employee required to attend such hearing will not suffer a loss of wages.

The failure of an employee to process a grievance within the applicable times specified above shall bar an appeal of such grievance and that grievance shall be considered settled.

The failure of the Employer to reply within the applicable times specified shall be deemed a denial of the grievance which may then be appealed to the next step.

Time limits may be extended by written mutual agreement of the parties.

A representative of the Employer will be available to discuss issues of concern which arise during the year. The Union may request a meeting after the written answer in Step 2 to discuss the grievance.

An employee shall be entitled to have a Union representative at any step of the grievance procedure.

ARTICLE 3 SENIORITY

Seniority shall be defined as an employee's length of continuous service since his/her last date of hire.

New employees shall be considered probationary employees during the first one hundred and twenty (120) working days of employment and as such not entitled to any benefits under this agreement except group insurance. Upon completion, the employee's date for seniority shall revert back to his date of hiring for vacation, sick leave benefits under this contract, and he/she will be paid in accordance with Article 10 for any holiday which occurred during his/her probationary period. Probationary employees will be eligible for participation in the group insurance program the first of the month following the month of hire.

Seniority shall be broken by:

1. Resignation
2. Discharge
3. Retirement
4. Lay-off for one (1) year
5. Failure to report for work after recall

ARTICLE 4

LAY-OFF

In the event the employer decided to lay off employees, it will first reduce regular part-time employees and probationary employees, unless needed to perform a specific job. If further layoffs are necessary, the employees qualified to perform the remaining work will be retained. When the choice is between two equally qualified employees, the most senior employee will be retained.

Employees, other than probationary, laid off under this procedure, shall be eligible to be recalled to the position he/she held at the time of lay-off for up to one (1) year from the date of lay-off.

An employee who is on lay-off must keep the Employer advised, in writing, of his/her current address.

An employee who fails to notify the Employer within five calendar days of his/her intent to report for work and/or report for work upon being recalled will be considered to have resigned. An employee who is employed at the time of such notice shall have fourteen (14) calendar days, from receiving his/her recall notice, to report back to work.

ARTICLE 5

HOURS OF WORK

Section 1 - Regular Hours

The normal regular hours of work for full-time employees each day shall be consecutive except for interruptions for lunch periods.

Section 2 - Work Week

The normal work week for full-time employees shall consist of five (5), eight (8) hour days.

Section 3 - Work Day

Eight (8) consecutive hours of work exclusive of the meal period within the twenty-four (24) hour period beginning at 12:01 a.m. shall constitute the normal regular work day for all full-time employees.

Section 4 - Rest Periods

All employees shall receive a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift. The rest period shall be scheduled at the middle of each one-half ($\frac{1}{2}$) shift whenever possible.

Section 5 - Meal Periods

All employees shall be granted one (1) hour unpaid lunch period during each work shift. However, for those employees choosing to exercise a one-half ($\frac{1}{2}$) hour unpaid lunch period during each work shift, that employee may take the remaining one-half ($\frac{1}{2}$) hour off the end of the work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Section 6

Nothing contained in this Article is a guarantee of number of hours per day, or week or year.

ARTICLE 6 WAGES

Section 1

Effective July 1, 2006 all pay grades and classifications shall receive a 3% wage increase.

Section 2

Employees will be paid on a bi-weekly basis. If a pay day falls on a holiday, payment shall be on the preceding regular work day. Payment, exclusive of deductions, shall be by warrants distributed to the employees.

ARTICLE 7 OVERTIME

An employee shall receive overtime or compensation time for actual hours worked in excess of forty (40) hours per week. Hours of vacation, holiday pay and paid sick leave will count as actual hours worked for figuring overtime. The employee shall have the sole discretion to determine whether he/she will receive pay or compensation time for such overtime work up to fifty (50) hours. After fifty (50) hours, it shall be the discretion of the employer whether to pay overtime or grant compensation time. Compensation time, if not granted within a twelve (12) month period from day earned, shall be paid off at the rate applicable at the time worked.

ARTICLE 8 INSURANCE

The employer shall make available a group medical program and dental program for full-time employees. The employer shall pay the monthly premium for an employee who selects single coverage. For those employees who elect to insure eligible dependents, the employer will pay the monthly premium for family coverage.

An employee who applies for and is accepted for early retirement under Iowa Public Employees Retirement System (IPERS) may continue in the city group health medical insurance program until he/she qualifies for Medicare or reaches age 65, whichever occurs first, providing he/she pays the monthly premium as directed by the city.

ARTICLE 9 LEAVES OF ABSENCE

Section 1 - Sick Leave

Sick leave is that leave which may be earned by a full-time employee* and which, after earned, may be used by the employee only in case of actual personal illness, or injury, or doctor or dentist appointments for himself/herself which cannot be arranged outside working hours.

Eligible, full-time employees* shall be allowed to earn sick leave at the rate of one (1) day of sick leave, for each consecutive calendar month of service.**

Sick leave may accumulate from year to year, but the maximum accumulation of sick leave at any time shall not exceed ninety (90) days.*

The employee must complete a sick leave form on the day he/she returns to work from any sick leave.

Sick leave of three (3) days or longer may be required to be verified by a doctor's statement upon his/her return to work.

* Regular part-time employees shall be eligible for sick leave on a prorated basis.

** Month of service shall mean any month the employee works at least fifteen (15) days.

Section 2 - Funeral Leave

A full-time employee* may be granted up to three (3) days per occurrence with pay to attend funeral services in the event of death in the immediate family - spouse, parents, parents-in-law, children, brothers, sisters, grandchildren, sisters-in-law, or brothers-in-law.

A full-time employee may be granted one day per year to attend the funeral of a relative not listed above.

* A regular part-time employee shall receive a prorated portion of the number of days.

Section 3 - Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty.

Employees shall be paid the difference between any jury duty compensation less any specifically, separated designated travel and/or meal allowances and their regular wages for each day of jury service. If an employee's presence is not required, he/she shall be expected to return to work.

Section 4 - Military Leave

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States of this State, shall be granted a leave of absence with pay during the period of such activity. Such leave of absence with pay shall not exceed thirty (30) days.

Section 5 - Leaves of Absence Without Pay

Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the Employer for any reasons for a period up to but not exceeding one (1) year. Any employee granted a leave of absence without pay shall not accrue sick leave and vacation leave if said leave exceeds thirty (30) days. Time spent on any leave of absence shall not count as time worked for any purpose. Premiums for insurance normally paid by the Employer will be paid by the employee during the period of such leave, if the employee elects to continue coverage the insurance company agrees to such insurance, and the period of leave exceeds thirty (30) days.

ARTICLE 10 HOLIDAYS

The following days, which fall within an employee's work schedule, shall be recognized and observed as holidays:

1. New Years Day Eve - One-half Day
2. New Years Day
3. Presidents Day
4. Good Friday - One-half Day
5. Memorial Day
6. July 4th
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Eve - One-half Day
12. Christmas Day

An employee shall be eligible for pay for any holiday falling on a normal work day, provided he/she was in pay status and worked or was on an approved paid leave of absence the last regularly scheduled work day before and after the holiday.

Whenever any of the holidays listed above falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on a Sunday, the succeeding Monday shall be observed as the holiday.

An eligible employee shall be paid his/her current straight time hourly rate of pay times the number of hours scheduled on the holiday if the employee performs no work.

An eligible employee who works on any of the holidays listed above shall be paid time and one-half his/her straight time hourly rate for hours worked plus his/her holiday pay.

ARTICLE 11

VACATION

An employee* shall be granted an annual paid vacation based upon the following years of continuous service as of his/her anniversary date of hire:

<u>Years of Service</u>	<u>Vacation</u>
After one year	Five (5) days
After two years	Ten (10) days
After ten years	Fifteen (15) days
After fifteen years	Twenty (20) days

The rate of vacation pay shall be computed at the employee's straight time hourly rate times the normal daily hours of work times the number of days.

Vacations will be granted and scheduled by the Director of Public Works, taking into account work load and an employee's request.

Vacation must be taken in the twelve-month period following the period in which earned.

When a holiday occurs during the vacation period of an employee, the employee will be paid his/her normal holiday pay.

*Regular part-time employees shall receive a prorated number of vacation days.

ARTICLE 12
SAFETY

The employer shall furnish protective devices, not shoes or clothing, which are required by safety procedures.

The employer shall follow state and federal safety laws.

ARTICLE 13
GENERAL PROVISIONS

Personnel File

The employee shall have access to his/her personnel file in accordance with state law.

Commercial Driver's License

The employer shall pay the difference between the Commercial Driver's License and the cost of a Driver's License Type 1 for any employee required to renew such license after his/her employment.

ARTICLE 14
DUES CHECKOFF

The Employer agrees to deduct Union dues from the pay of those employees who individually request in writing that such deductions be made. Dues deductions may be terminated by any employee in thirty (30) days written notice to the Employer.

The amount of dues to be deducted each paycheck shall be certified to the employer by the Treasurer of the Union.

The employer shall monthly remit the dues to the Union Treasurer with a list of employees for which deductions were withheld. The list shall include the following information:

- 1) the employees name and address
- 2) the employees Social Security Number
- 3) the amount of dues withheld for each employee

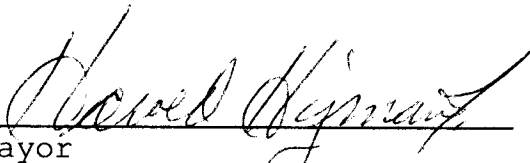
It is expressly understood that the employer has no liability for the collection or payment to the Union any dues during the time an individual is not actually working for the Employer.

The Union shall indemnify and hold harmless the Employer against any and all claims, suits, orders and judgments brought or issued against the city as a result of any action taken or not taken under the provision of this Article.

ARTICLE 15
DURATION

This Agreement shall be effective upon signing and continue in effect until June 30, 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing as required by Chapter 20 of the Code of Iowa that it desires to modify this agreement.

FOR THE CITY COUNCIL



Mayor



Chief Negotiator

FOR THE UNION



President



Chief Negotiator

Date 8-28 , 2006